SALE	CONTRACT
	_

County of St. Louis State of M	lissouri	May 29	1980
RECEIVED FROM Philip Kootman and Gerald Koot	man	Date	19.5.5.
St. Louis County, Missouri		hereinafter called	purchaser.
the sum of Five Thousand and No/100		-Dollars (\$5,000.	00)
as earnest deposit and as part of the cash consideration for the			
the County of St. Louis		lissouri	······································
or described as:		1 0 -£ wh-	7
An improved parcel of land consisting of Subdivision of United States Survey 3, To			9 <b>2</b> Pu
in the City of Bellefontaine Neighbors as	nd in the Village o	of Riverview	30290546
Gardens, St. Louis County, Missouri, which		_	. 20 mg
228,000 sq. ft. of buildings and four res 36.63 acres of land more or less.	sidences on approxi	rwaterà	· 🚆
Legal description in purchaser's title in	nsurance commitment	t to govern.	7470
			770
together with (if any) the improvements thereon and appurtenances, tees to own free and clear of encumbrances), including all lighting, attached linoleum, radiator shields, shades, curtain and drapery fix: awnings, ventilating and exhaust fans, water heaters, stokers, oil and gas lights and gas fired barbeque pits, built in ovens and ranges, attacquipment, and all articles now provided for tenant use:	built-in heating, cooling and tures, Venetian blinds, shutt I gas burners, garbage disposs ached mirrors, attached T.V	plumbing equipment ers, storm sash and d al and dishwasher, tree ', antennas, and attac	and fixtures, loors, screens, s and shrubs, hed fireplace
including list of equipment attached here	eto as Exhibit A	<u>.</u>	
which property is this day agreed to be sold to purchaser subject and not otherwise (and if not so approved earnest deposit	to approval of seller by not shall be returned to purch	n of Suite S aser) for the total s	sale price of
Four Hundred Seventy-Five Thousand and No/1 on the following terms:	00		)0000==)
Earnest deposit made as per this receipt	\$ 5,0	000.00	
Additional earnest deposit to be made by purchaser on acceptance of contract by seller			
Cash to be paid on closing date of sale as hereinafter fixed ments as herein provided)	(subject to adjust-	000.00	
			losing costs)
Deed or deeds of trust of record, subject to which title shal description	il be transferred	<u>u</u>	
•			
Deed or deeds of trust to be accepted by seller as part pure (Insert terms including type of loan, interest rate, method of pa	· · · · · · · · · · · · · · · · · · ·	U -	i i i i i i i i i i i i i i i i i i i
if any, and any special provisions.)	tyment, term of years, prepa	sment privilege, if any	TPM
			PLEASE INITIAL
			OF MANY
	strial revenue bon		ared by dead
This contract is contingent upon the availability to purcha or deeds of trust on said property. If commitment therefor be	5:00 p.m.	July 30	1980
this contract shall be null and void and earnest deposit returne	d to purchaser. Said finan	cing being as follows	<b>):</b>
See paragraph 8 of Additional Provisions	attached hereto.		
			· 30
The sale under this contract shall be closed under the us subject to any SPECIAL AGREEMENTS BETWEEN SELLEF and hereby made a part of this contract, as fully and effectual Lawyers Title Co. of Missouri, 8016 Bonhomm	R AND PURCHASER, all so ally as if they were incor	et forth on the revers porated herein, at a	e side hereof
on 30 days after removal of all contingencies			
All adjustments referred to on the reverse side hereof to be: Title to pass when sale is closed. Time is of the essence of the		osing.	
Possession of property to be delivered to purchaser atxxxxxx		losing.	
Deed to as directed	JIM MURPHY MEAL	ESTATE CO.	
	By Jan Carlos	Agent	
	Approved		
Approved on date first above written:	1/we agree to pay JIN	1	· ·
	& TURLEY MARTIN	CO. 6% commiss	
Lawyers Title Company	the total sale r		
is authorized to order title examined.	the Commission XXXXII to be a lien on said prop	OMETER OF THE PROPERTY OF THE	**************************************
Philip Kodiman Jurchaser	CERMAIN-TEED -PROP	*	ON
Mush Koolman		A Seller	~·····
c/o Branch Metal Processing Corporation	P. Ø. Box 86		PRESIDENT orge, PA 19482
Address 105 Byassee Dr. Phone 895-4370 Hazelwood, MO 63042	Address		5-687-5000
Witness August 26 Chipping Plan	Witness	A	sst. Sec.
Witness Lawren 2012) with De 1		( )	
- !	1. 111	1 1 1/2 1120	

Names of Tenants	Space Occupied	Lease Expires	Amount of Rent	When Due	Date Paid To
			·		

#### SALE CONDITIONS AND CLOSING PRACTICES

At election of either seller or purchaser, and at such party's expense, sale may be closed in escrow department of the local office of any reputable title company, but terms of contract shall not be affected.

Earnest deposit to be retained by seller's agent, without interest, but agent shall not be liable feets; if sale is closed, earnest deposit to apply on sale shall fail to pay additional earnest deposit when due (if required by contract) or if sale be not closed by date fixed therefor owing to failure of performance by purchaser, earnest deposit shall be forfeited by purchaser but produced shall need to be affected.

owing to failure of performance by purchaser, earnest deposit shall be forfeited by purchaser, by date fixed therefore the forfeited by purchaser, by purchaser, and believe to the forfeited by purchaser, by purchaser, and believe to the forfeited by purchaser, by purchaser, and believe to the forfeited by purchaser, and believe to the forfeited by purchaser, and believe to the forfeited by purchaser by agent in this transaction, and balance to forfeited by purchaser, and special taxes based on latest available assessment and rate, subdivision upkeep assessments, interest, included and adjusted as provided on the basis of 30 days to the month, seller to have last day; general tax year to run from January 1st; delinquent rents, over thirty days, if any, to be collected by seller and not adjusted. Purchaser to pay all recording fees.

Seller shall furnish general warranty deed, subject to deed restrictions, easements, rights-of-way of record, and zoning regulations; also subject to leases and to occupancy of tenants existing on the date contract is executed by purchaser; said general and special taxes assessed or becoming a lien after date contract is executed by purchaser; said general and special taxes to be assumed and paid by purchaser. All personal property and fixtures included in this sale is guaranteed by seller to be paid for in full.

Title shall be marketable in fact, or purchaser will accept insurance policy issued by qualified title insurance company in lieu of strictly marketable title. If title is marketable, purchaser shall pay for certificate of title, it being understood that title charge includes the fee for services rendered by the agent, unless otherwise noted; if title is found imperfect and seller cannot perfect title or obtain title insurance policy as above provided within sixty days after date fixed for closing, earnest deposit shall be returned to purchaser and seller shall pay the formation of the contract is executed, the premises be destroyed or damaged by 65c and 15c and 15c and 15c

If, after contract is executed, the premises be destroyed or damaged by fire, windstorm or otherwise, An area contract is executed, the premises be destroyed or damaged by fire, windstorm or otherwise, celler shall be that the thirty days if persible and sale closing date shall be extended accordingly. Let where the purchaser shall have option of cancelling or enforcing compact; if enforced, purchaser shall be entitled to insurance; if cancelled, earnest deposit shall be returned to purchaser. It is enforced, purchaser shall be entitled to insurance; if cancelled, earnest deposit shall be returned to purchaser. It is more than consent of insurance companies to sale contract. If improvements or additions have been completed within six months prior to sale closing date, seller shall furnish reasonable security against mechanics' liens or satisfactory evidence of payment of bills.

Property to be accepted in its present condition unless otherwise stated in contract. Seller warrants that he has not received any written notification from any governmental agency requiring any repairs, replacements, or alterations to said premises which have not been satisfactorily made. This is the entire contract and neither party shall be bound by representation as to value or otherwise unless set forth in contract.

The words purchaser, seller, agent and deposit where appearing in this contract shall be construed in the plural, if more than one.

more than one.

This contract shall bind the heirs, legal representatives, successors and assigns of the parties hereto. Contract assignable by purchaser, but not without consent of seller if purchase money deed of trust forms part of sale consideration.

Special Agreements between Seller and Purchaser forming part of Contract:

See Additional Provisions on attached page.







 $<sup>^{</sup>m l}$  as liquidated and stipulated damages

provided that such deed restrictions, easements, rights-of-way of record and zoning regulations do not interfere with the marketability of the property or purchaser's intended use of the property.

<sup>3</sup> provided that any such leases and occupancy are satisfactory to purchaser.

without exception unless satisfactory to purchaser.

## ADDITIONAL PROVISIONS

- 1. Seller agrees to give Purchaser access to the property at reasonable times and from time to time between date of acceptance of Contract by Seller and date of closing upon reasonable telephone notice by Purchaser.
- 2. Except as provided in the sixth paragraph on page 2 of the Sale Contract and paragraph 8(d) hereof, the property will be in the same condition on Closing as on the date of this Contract, and Purchaser shall have the right to inspect the property immediately before time of Closing. Seller shall deliver the property in broom-clean condition on the Closing Date.
- 3. Except with respect to the representation set forth in paragraph 6, hereof, all representations and warranties herein made shall be merged into the Warranty Deed at Closing.
- 4. Notices may be served by either party by mailing same postage prepaid, certified mail, return receipt requested, to their addresses hereinbefore stated.
- 5. Seller shall and does hereby assign unto Purchaser any and all guarantees and warranties it may have on any portion of the premises herein sold, and the Purchaser shall have Seller's full right and authority to enforce said guarantees and warranties to the same extent as could the Seller. Purchaser shall use its best efforts to enforce any warranties without the assistance of Seller, but if Seller's assistance is necessary, Seller's agreement to so assist Purchaser shall survive the closing.
- 6. Seller agrees that it shall be solely responsible for the payment of a six percent (6%) commission to Jim Murphy Real Estate Co. and Turley Martin Co. at Closing. Except with respect to the above-named real estate brokers, Seller and Purchaser represent to each other that neither has employed nor retained any other broker or agent in connection with the transaction contemplated by this Agreement and, therefore, no other borkers' commissions of any kind are due and payable. Seller and Purchaser hereby agree to indemnify and hold each other harmless from any damages, costs, and expenses, including reasonable attorneys' fees, arising out of any claim for a commission on the sale of the property from a broker or agent retained or employed in violation of this representation.
- 7. Within ten (10) days after the execution of this Sale Contract, Seller shall furnish Purchaser with any existing survey of the property to be sold under this Sale Contract previously made for Seller and a copy of Seller's existing title certificate and/or title insurance policy.
- 8. This Sale Contract shall be specifically contingent upon and shall be binding on the parties only in the event that the Purchaser shall obtain the following:
  - (a) from bond counsel selected by the Purchaser, an unqualified opinion that the interest on the industrial revenue bonds proposed to be issued by the Industrial Development Authority of the County of St. Louis, Missouri, will be exempt from taxation under the Internal Revenue Code.
  - (b) from the Industrial Development Authority of the County of St. Louis, Missouri, official action as that term is set forth in Section 1.103-8(a)(5) of the regulations under the Internal Revenue Code approving Purchaser's application for the issuance of industrial revenue bonds under Chapter 349 of the Revised Statutes of Missouri.
  - (c) from the respective governing bodies of the City of Bellefontaine Neighbors and the Village of Riverview Gardens, approval of the location as an industrial development project pursuant to the provisions of Section 349.010 of the Revised Statutes of Missouri.

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(d) assurance satisfactory to Purchaser that the property will be useable by Purchaser for its intended use (i.e., a metal processing plant and storage facility) and that subject property when occupied by Purchaser will be in compliance with all federal, OSHA, EPA, state and municipal requirements relating to use and occupancy. Purchaser agrees that this requirement shall be satisfied by a report from a reputable environmental engineering firm that the property is in compliance with such requirements. For such purpose, Seller hereby authorizes Purchaser to employ a reputable environmental engineering firm to report on what measures need to be taken in order to secure the aforesaid requirements. Seller agrees to pay the fees of said engineering firm not to exceed In addition, if the report of said engineering firm \$1,000.00. contains recommendations as to what measures need to be taken to place the property in compliance, Seller at Seller's expense shall do all things necessary to satisfy said recommendations and to place the property into compliance with applicable laws, ordinances and regulations, provided that the expense of satisfying such recommendations does not exceed \$10,000.00. In the event that the expense of satisfying such recommendations exceeds \$10,000.00, Purchaser at Purchaser's option may elect to cancel this Contract or enforce it. If enforced, Seller shall pay \$10,000.00 toward completing the recommendations and Purchaser shall be obligated to pay any excess. If cancelled, earnest deposit shall be returned to Purchaser and agent shall not receive its commission.

In the event that the aforesaid contingencies be not fulfilled on or before July 30, 1980, then Purchaser may provide notice in writing to the Seller or his agent that this Sale Contract will be rescinded or cancelled; in which case all earnest money shall be refunded and neither party shall have any further liability to the other hereunder.

9. This Contract is also contingent upon a termite and building inspection (including, but not limited to, structure, roof, walls, electrical, plumbing and other utilities) satisfactory to Purchaser to be ordered by Purchaser (at its expense, if any) reported upon to Purchaser and acted upon by Purchaser no later than June 27, 1980. Should results of those inspections be unsatisfactory to Purchaser this Contract shall be declared null and void upon written notification (within allowed time period) by Purchaser of intention to withdraw and earnest money shall be returned to Purchaser; provided that a written report from a reputable termite and building inspection company shall have been delivered to the Seller's agent. In the absence of written notice from Purchaser and termite and building inspection company, termite and building predication herein shall be considered withdrawn and contract in force.

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## EXHIBIT A

All equipment located on the property is included in the sale with the exceptions indicated herein:

- Silica silo and related equipment consisting of:
  - (a) silo, scale bucket elevator and screw conveyor;
  - (b) one wheelabrator dust collector at north end of Plant #9.

which have been sold to Missouri Portland Cement Company.

- 2. Seller shall be entitled to remove at its cost within one (1) year after Closing:
  - (a) four cylinder molds with stands;
  - (b) 500 cfm Joy air compressor complete with motor and starter;
  - (c) one 35,000 per hour Wickes boiler;
  - (d) two autoclave doors.
- 3. The following are to be left by Seller for Purchaser with the understanding that if Seller wishes to purchase such items within one (1) year after Closing, it may do so at the cost indicated with removal and moving expenses also at Seller's cost:
  - (a) complete scrap crushing system \$20,000.00;
  - (b) shotblaster system \$5,000.00;
  - (c) two 7' diameter x 100' long autoclaves #6 and #7 \$1,000.00 for each.

The prices indicated shall be payable by Seller to Purchaser at the time Seller removes the items.

It is further understood that all personal property other than the items specified in 1 and 2 above is being sold to Purchaser including:

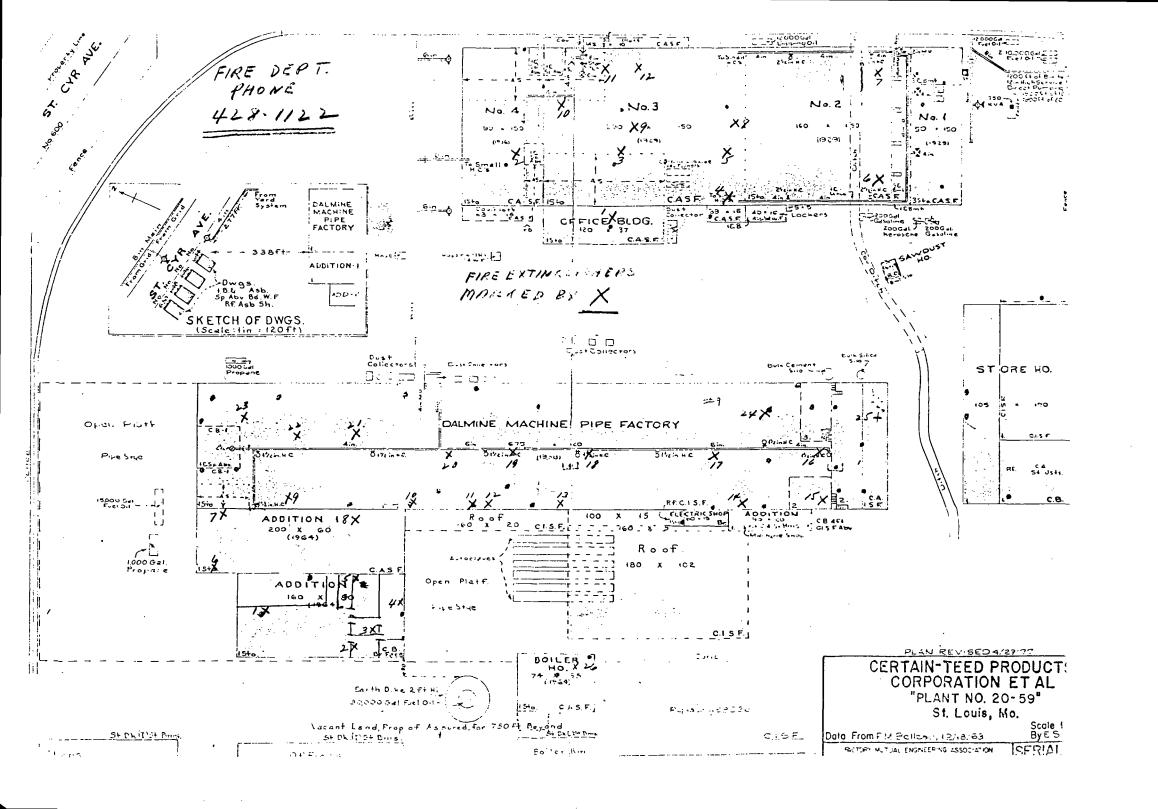
- (a) two wheelabrator dust collectors located at south end of main Plant #9;
- (b) one cement silo, screw conveyor and scale.

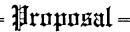
Jim Jim

# A TRACT OF LAND PART OF LOTS 6, 7 8 8 OF THE SUBDIVISION OF U.S. SURVLY 3 CEREA WILLIAM STATES PRESENTS, the CERTAIN TEBU PRODUCTS UNPORTION, a Corporation organizing and existing under the laws of the State of Haryland, counts of a tract of land in U.S. Survey T 46 N-R7 E 3. Township 46 North, Range 7 East in St. Louis County, Missouri, being part of Lots 6, 7 and 8 of the Subdivision of said U.S. IN THE CITY OF BELLEFOUNTAIN NEIGHBORS being part of loss 6, 7 and 8 of the Subdivision of maid U.S. Survey 3 in Pashall N. St. Cyr, et al. Partition, has caused the same to be surveyed for the purpose of establishing the location of an area of secured ambestos creent, such location to be platted, recorded and carried forward with the property as required by the AND : IN THE VILLAGE OF RIVERVIEW GARDENS ST. LOUIS COUNT MISSOURI Missouri Department of Natural Resources and by the United States Environmental Protection Agency. 60' W. IN WITHLES WHEREOF, the said CERTAINTIED CORPORATION has tessed these presents to be signed by its Search Vice, and its forporate Seal to be affixed this States of A. Plantick St. 1980. ST. CYR **~24.12**′ S 82\*55 E LOT { ST. CYR IPER N SO ORDINANCE CREEK ~ ELOODWAY NTAINE NEIGHBORS LOT 7 ST. CYR ESTATE R = 1860.00 L = 294.33 T = 147,47 CH = 294.02 S77°26'30"E 250.00' LOT 6 / ST. CYR ESTATE SCURED ASBESTOS CEMENT PILE to this / day of the personally arreared fly gar; [] a imment to separate house, who being by se tuly such, did say he is of the personally house, who being by se tuly such, did say he is of the personal transfer of the cital transfer composition, and take the saffired tules of resolution that the saffired tules of resolution to the cital transfer of the composition by its based of Directors, and said, the cital composition by further acknowledged said instrument to be the free set and deed of said Corporation. SCALE IN FEET This is to certify that during the months of September through December 1979 we have, at the request of Certain-Teed Products Corporation researched both public and company records for infor-18 TESTIMENT WHEREOF, I have beteunto set my hand and affixed my notarial seal, the day and year first above written. My Commission expired 1992, 22, 1997 mation regarding property boundaries, essements, and other encumbrances for a tract of land in U.S. Survey 3, Township 46 N 82°,53'W 476.6

North, Range 7 East in St. Louis County, Missouri, being part of Lots 6, 7 and 8 of the Subdivision of said U.S. Survey 3 in









Spra • Tex Painting, Inc. 8121 Big Bend Bivd. • St. Louis, Mo. 63119 (314)962-4442 (8 a.m.-5 p.m.) (314)968-1586 (Sat.-Sun.)

121-6766

	965-18 31	
POSAL SUBMITTED TO	PHONE	DATE
P. G. Investment Co. (Phil Kootm	an) 867-7500	10/1/82
620 St. Cyn Rd.	-	
	JOB LOCATION	
St. Louis, Mo. 63137	600 St. Cyr Rd	JOB PHONE
The of Femo	JOB DATE	Joseph Market
nt VI		
France: hereby to furnish material and labor—concertly thirty and one thousand, ficayment to be made as follows:  x 23% of the topologic possible to be as specified. All work to be completed in a wo	ve hundred and no/00  L. Sex of whet read or the wind in the control of the contr	_dollars (\$_31,500.00).
nanner according to standard practices. Any alteration or deviation from specific ow involving extra costs will be executed only upon written orders, and will be xtra charge over and above the estimate. All agreements contingent upon stri- lents or delays beyond our control. Owner to carry fire, tornado and other nanurance. Our workers are fully covered by Workmen's Compensation insuran-	ecome an ikes, accinecessary withdrawn by us if not accepted	
TERIOR BID ON ABOVE:		
Proparation: Their appeal varieties as enjoyens white varieties of himse		
eparted to bioe a sout door Review epartecort cover much death	STORES OF BELL OCCUPY SEINER SEINE REINGER	
1100 - 2000 PSI Hydroblasked wi area.  Spra-Tex will wash ceiling, bea warehouse space, floors, and wi Note:  Customer supplies water for hyd	ms, walls, fistures, ndows.	
ank you for letting us be of service to your painting needs.		
		<b></b>
is estimate based on the condition of surfaces at above date. No	verbal statement will be binding unless in	n written order.
Approval of job by owner and En	vironment Engery Cons	ultants (Mr. E. Edgerlg
Five thousand dollars to be held	for thirty days afte	r completion of job.
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